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892,050-215

October 20, 2003

RECEIVED

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

OCT 20 2003

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

WRITER'S DIRECT DIAL
(202) 383-5382

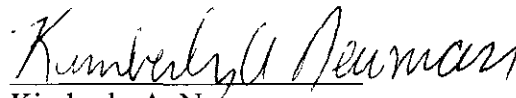
WRITER'S E-MAIL ADDRESS
knewman@omm.com

Re: WC Docket No. 02-359

Dear Ms. Dortch:

Enclosed for filing in the above-captioned proceeding are an original and four copies of the Surrebuttal Testimony Of Julius M. Griles, Jr. filed on behalf of Verizon Virginia Inc. In addition, we are enclosing eight copies for the arbitrator. Thank you.

Sincerely,


Kimberly A. Newman
of O'Melveny & Myers LLP

cc: Stephen T. Perkins
Martin W. Clift, Jr.
Richard U. Stubbs
Ms. Terri Natoli
Mr. Jeremy Miller
Mr. Brad Koerner
Mr. Marcus Maher
Mr. Richard Lerner
Mr. John Adams
Ms. Margaret Dailey

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Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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OCT 20 2003

In the Matter of)
)
Petition of Cavalier Telephone, LLC)
Pursuant to Section 252(e)(5) of the)
Communications Act for Preemption)
of the Jurisdiction of the Virginia State)
Corporation Commission Regarding)
Interconnection Disputes with Verizon)
Virginia, Inc. and for Arbitration)

**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

WC Docket No. 02-359

SURREBUTTAL TESTIMONY OF VERIZON VIRGINIA INC.

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October 20, 2003

VERIZON VIRGINIA INC.

SURREBUTTAL TESTIMONY OF JULIUS M. GRILES, JR.

POLE ATTACHMENT ISSUES (ISSUE C16)

CC DOCKET NO. 02-359

OCTOBER 20, 2003

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

2 A. My name is Julius M. “Jay” Griles, Jr. I am employed by Virginia Electric and Power
3 Company (“Dominion Virginia Power”) as Manager – Delivery Design. Before
4 assuming my present position, I was Manager – Joint Use. My business address is
5 7500 West Broad Street, Richmond, VA 23294-3600.

6 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

7 A. I have read the Direct and Rebuttal Testimony of Cavalier witness Matt Ashenden. In
8 my position of Manager – Joint Use, I had frequent interactions with Mr. Ashenden
9 regarding numerous pole attachment issues. Mr. Ashenden has attached to his testimony
10 an electronic mail message that I wrote in my capacity as Manager – Joint Use. I will
11 comment upon various statements contained in Mr. Ashenden’s Direct and Rebuttal
12 Testimony.

13 **Q. MR. ASHENDEN ATTACHES A CONFIDENTIAL SETTLEMENT**
14 **AGREEMENT BETWEEN CAVALIER AND DOMINION VIRGINIA POWER**
15 **AS EXHIBIT MA-9 TO HIS TESTIMONY. HOW MANY POLE**
16 **ATTACHMENT APPLICATIONS HAS CAVALIER SUBMITTED TO**
17 **DOMINION VIRGINIA POWER SINCE THAT SETTLEMENT AGREEMENT**
18 **WAS EXECUTED?**

19 A. To my knowledge, Cavalier has not submitted any pole attachment applications to
20 Dominion Virginia Power since the settlement agreement was executed.

21 **Q. DO YOU AGREE WITH MR. ASHENDEN’S STATEMENT ON PAGE 8 OF HIS**
22 **DIRECT TESTIMONY THAT “VERIZON WAS THE LONE HOLD-OUT AND**
23 **PREVENTED IMPLEMENTATION OF AN IMPROVED PROCEDURE?”**

24 A. No. Mr Ashenden accurately states that Cavalier and Dominion Virginia Power agreed
25 to facilitate and encourage others to participate in the development of a process to allow
26 a single mutually agreeable contractor for make-ready work. In conjunction with that

1 agreement and as referenced in the e-mail Mr. Ashenden attached to his testimony, I
2 proceeded to contact attachers to discuss the use of a single contractor on a specific fiber
3 run in Northern Virginia. Those attachers that responded indicated they would consider
4 the idea and in some cases agreed to meet with me. While these initial indications were
5 positive, many of the attachers never returned my later calls and others indicated that
6 their internal discussions had raised several concerns with the single contractor make-
7 ready process.

8 **Q. DID THE ATTACHING PARTIES EXPLAIN THEIR REFUSAL TO**
9 **PARTICIPATE?**

10 A. Some attachers stated that, although they continued to support the idea of a single
11 contractor for make-ready work, specific contractors chosen to perform particular jobs
12 did not appear on that attacher's approved list of contractors. Others simply indicated
13 that they would prefer to use their own contractors for their make-ready work, but were
14 not opposed to other parties' using a single contractor. Some attachers simply never
15 returned phone calls.

16 **Q. WHAT IS THE REASON FOR THIS?**

17 A. Attaching entities are have several concerns related to the use of a single contractor.
18 These concerns can be summarized as liability and reliability. The liability concern has
19 two components. The first focuses on the manner in which the work is performed and
20 correction of sub-standard engineering and/or construction that may be found during a
21 post-inspection. The second component focuses on possible property damage or
22 personal injury that may occur as a result of sub-standard engineering and/or
23 construction work, prior to the performance of the post-inspection. While the liability

1 concern can be mitigated in the contract process with the single contractor, the reliability
2 issue cannot, so the risk associated with the second component tends to drive the pricing
3 of the contractor to unacceptable levels. Customers hold the service provider
4 responsible for service interruptions, so the facility owner retains full responsibility for
5 such occurrences. Most entities agree to the concept of a single contractor for make-
6 ready work, but the practical application of a single contractor is extremely complex and
7 therefore could increase risk while generating no cost or time savings. If any savings
8 are realized, they are passed through to the new attaching entity that assumes no
9 additional risk as a result of this practice.

10 **Q. WHAT WAS THE END RESULT OF THE TRIAL IN NORTHERN VIRGINIA?**

11 A. Attaching entities agreed to the concept of a single contractor for make-ready work only
12 in theory, but not in practice. Ultimately, therefore, efforts to implement the use of a
13 single contractor for make-ready work were not further pursued.

14 **Q. DID DOMINION VIRGINIA POWER PARTICIPATE IN THE TRIAL IN**
15 **EASTERN VIRGINIA THAT MR. ASHENDEN REFERENCES AT PAGE 10,**
16 **LINE 22 OF HIS REBUTTAL TESTIMONY?**

17 A. No. The effort in eastern Virginia referenced in the e-mail was related to resolving
18 issues on a run of cable that Cavalier had already installed. Dominion Virginia Power
19 crews served as the sole construction entity. I have no knowledge of any successful trial
20 involving proposed facilities on poles owned by Dominion Virginia Power in eastern
21 Virginia.

22 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

23 A. Yes.

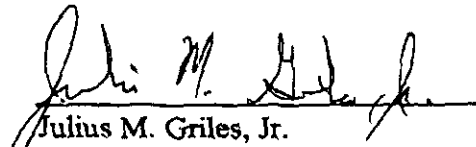
1 **DECLARATION OF JULIUS M. GRILES, JR.**

2

3 I declare under penalties of perjury that I have reviewed the foregoing testimony and that it is

4 true and correct.

5 Executed this 20th day of October, 2003.

6 

7 Julius M. Griles, Jr.

8

9

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)	
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of the Jurisdiction of the Virginia State)	
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CERTIFICATE OF SERVICE

I certify that on the 20th day of October, 2003, the Surrebuttal Testimony of Verizon Virginia, Inc. in the above-captioned proceeding was served on the following parties:

Via Overnight Delivery and Electronic Mail:

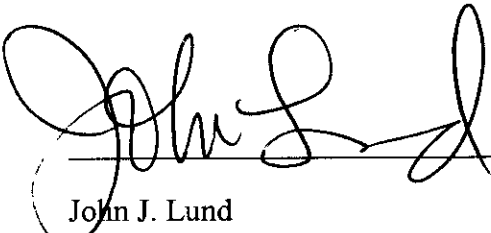
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Ms. Margaret Dailey (mdailey@fcc.gov)



John J. Lund